

# 5666

**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
THE GLOVER PARK GROUP, LLC**

**THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT** (this "**Agreement**") of **THE GLOVER PARK GROUP, LLC**, a Delaware limited liability company (the "**Company**"), dated as of December 16, 2011, is made and entered into by **THE GLOVER PARK GROUP HOLDINGS, LLC**, a Delaware limited liability company (the "**Member**").

**WHEREAS**, on November 6, 2006, the then existing members of the Company entered into a Limited Liability Company Agreement to govern the management, ownership and operation of the Company (the "**Original Agreement**");

**WHEREAS**, the Company is a direct wholly-owned subsidiary of the Member;

**WHEREAS**, pursuant to a certain Unit Purchase Agreement, dated November 23, 2011 (the "**Purchase Agreement**"), by and among the Member, all of the unitholders listed on **Annex A** thereto, all of the stockholders of Wompus, Inc., a Virginia corporation listed on **Annex C** thereto and GPG Acquisition Inc., a Delaware corporation (the "**Purchaser**"), the Purchaser purchased all of the equity interests in the Member from the then existing unitholders of the Member (the "**Purchased Interests**");

**WHEREAS**, in connection with the Purchase Agreement, the Purchaser was admitted as a member of the Member on November 22, 2011 by the board of managers of the Member in substitution of all of the other members of the Member; and

**WHEREAS**, the Member wishes to amend and restate the Original Agreement in its entirety as set forth in this Agreement pursuant to and in accordance with the Act.

**NOW THEREFORE**, the Member hereby agrees as follows:

**ARTICLE I  
THE COMPANY**

**Section 1.1 Formation; Admission.** The Company was formed as a limited liability company under the provisions of the Act by the filing on September 25, 2006 of the Certificate of Formation with the Secretary of State of the State of Delaware (the "**Certificate**"). The filing of the Certificate is hereby ratified by the Member.

**Section 1.2 Name; Purpose.** The name of the Company shall be **THE GLOVER PARK GROUP, LLC**. The Company may engage in any lawful business of every kind and character for which a limited liability company may be organized under the Act or any successor statute. The Company shall have all of the powers provided for a limited liability company under the Act.

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**Section 1.3 Registered Agent; Offices.**

(a) The registered agent for the service of process and the registered office shall be that person and location reflected in the Certificate. The Board (as such term is defined below) may, from time to time, change the registered agent or office through appropriate filings with the Secretary of State of the State of Delaware. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Board shall promptly designate a replacement registered agent or file a notice of change of address as the case may be.

(b) The principal place of business of the Company shall be located in such location as the Board may from time to time determine. The Company may have, in addition to such office, such other offices and places of business at such locations, both within and without the State of Delaware, as the Board may from time to time determine or the business and affairs of the Company may require.

**Section 1.4 Filings and Foreign Qualification.** The Member, any Manager (as such term is defined below) or any authorized officer of the Company shall promptly execute and deliver all such certificates and other instruments conforming hereto as shall be necessary to accomplish all filing, recording, publishing and other acts appropriate to comply with all requirements for the formation and operation of a limited liability company under the laws of the State of Delaware and for the qualification and operation of a limited liability company in all other jurisdictions where the Company shall propose to conduct business.

**Section 1.5 Units.** The membership interests in the Company shall be denominated in units referred to as "Units". The total number of Units that the Company shall have authority to issue is 500 Units. The Member is the owner of 500 Units. The rights and liabilities of the Member shall be as provided in the Act, except as is otherwise expressly provided in this Agreement. All of the Units shall be in registered form, and the Company shall maintain a register in which the name and address of the then current holders of Units shall be recorded. Unless otherwise determined by the Board, Units shall not be certificated.

**Section 1.6 Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and, neither the Member nor any Manager or officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member, manager or officer of the Company.

**ARTICLE II  
CAPITAL CONTRIBUTIONS; PROFITS AND LOSSES; DISTRIBUTIONS**

**Section 2.1 Capital Contributions.** The Member may, in its sole discretion, but shall not be required to, make contributions of the type permitted by the Act to the capital of the Company. Except as otherwise provided in this Agreement, the Member shall not be entitled to

withdraw, or to receive a return of, any capital contribution or any portion thereof. No interest shall accrue on any capital contributions.

**Section 2.2 Profits and Losses.** All profits and losses of the Company shall be allocated and charged to the holder(s) of the Units on a pro rata basis. All items of Company taxable income, gain, loss, deduction or credit recognized or allocated for federal income tax purposes shall also be allocated and credited or charged to the holder(s) of the Units on a pro rata basis.

**Section 2.3 Distributions.** Subject to the Act and other applicable law, the Board shall cause the Company to distribute funds to the holder(s) of the Units on a pro rata basis at the Board's discretion.

### ARTICLE III MANAGEMENT

**Section 3.1 Board of Managers.** Except to the extent otherwise provided for in this Agreement, the powers of the Company shall be exercised by and under the authority of, and the business and affairs of the Company shall be managed under the direction of, a Board of Managers (the "**Board**"), which shall initially consist of three (3) managers (the "**Managers**"). Except as otherwise set forth in this Agreement, the Member shall not, by reason of its status as a member, have any authority to act for and bind the Company, but shall have only the right to vote on or approve (a) the actions specified in this Agreement to be voted on or approved by the Member; and (b) except to the extent otherwise provided in this Agreement, the actions specified in the Act to be voted on or approved by the Member. The size of the Board may be increased or decreased by the Member in its sole discretion. The Member shall have the right to appoint and to remove, with or without cause, any or all of the Managers in its sole discretion. The Managers shall initially be Thomas O. Neuman, Tom Lobene and Kevin Farewell.

**Section 3.2 Meetings of the Board; Quorum; and Action by the Board.** Meetings of the Board shall be held at such times and places as may be decided by the Member. Notice of the time and place of a meeting shall be delivered personally or by telephone to each Manager and sent by first-class mail, facsimile, electronic mail or a nationally recognized overnight courier, charges prepaid, addressed to each Manager at that Manager's address as it is shown on the records of the Company. In case the notice is mailed, it shall be deposited in the United States mail at least five (5) calendar days before the time of the holding of the meeting. In case the notice is delivered personally or by telephone, facsimile, electronic mail or overnight courier, it shall be given at least two (2) calendar days before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Manager or to a person at the office of the Manager who the person giving the notice has reason to believe will promptly communicate it to the Manager. Attendance by any Manager at a meeting of the Board shall constitute a waiver of notice to such Manager of such meeting. The notice need not specify the purpose of the meeting. At all meetings of the Board the presence of a majority of the total number of Managers shall be necessary and sufficient to constitute a quorum for the transaction of business. Unless otherwise specifically required by law or this Agreement, the act of a

majority of Managers present at a meeting at which a quorum is present shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally convened. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a majority of the Managers consent thereto in writing, and the writing is filed with the minutes of proceedings of the Board. A photographic, photo-static, facsimile, electronic (including in .pdf format) or similar reproduction of a writing signed by a Manager shall be regarded as signed by the Manager for purposes of this Section 3.2.

**Section 3.3 Authority of Managers.** Unless specifically authorized by a resolution duly adopted by the Board, no Manager, solely in his or her capacity as a Manager, shall have the authority or power to act as agent for or on behalf of the Company or any other Manager, to do any act which would be binding on the Company or any other Manager, to incur any expenditures on behalf of or for the Company, or to execute, deliver and perform any agreements, acts, transactions or other matters on behalf of the Company.

**Section 3.4 Officers.**

(a) The Board may designate one or more individuals (who may or may not be Managers) to serve as officers of the Company. The Company shall have such officers as the Board may from time to time determine, which officers may (but need not) include a Chairman, Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, one or more Vice Presidents (and in case of each such Vice President, with such descriptive title, if any, as the Board shall deem appropriate), Secretary and Treasurer. Unless the Board determines otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are customarily associated with that office. Any delegation pursuant to this Section 3.4 may be revoked at any time by the Board.

(b) Each of the following persons is hereby appointed to serve as an officer of the Company, until removed by the Board, with or without cause, in its sole and absolute discretion, or the earlier death, resignation or removal of such person:

<u>Name</u>	<u>Office</u>
Tom Lobene	Treasurer
Thomas O. Neuman	Senior Vice President-Taxes
Kevin Farewell	Secretary

**ARTICLE IV  
EXCULPATION AND INDEMNIFICATION**

Neither the Member, any Manager nor any officer of the Company (each, an **"Indemnified Party"**) shall be liable to the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by the Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Indemnified Party by this Agreement, except that the Indemnified Party shall be liable for any such loss, damage or claim incurred by reason of the Indemnified Party's willful misconduct or gross negligence. To the fullest extent permitted by applicable law, the Indemnified Party shall be entitled to indemnification from the Company for any loss, damage or claim incurred by the Indemnified Party by reason of any act or omission performed or omitted by the Indemnified Party in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on the Indemnified Party, except that the Indemnified Party shall not be entitled to be indemnified in respect of any loss, damage or claim incurred by the Indemnified Party by reason of willful misconduct or gross negligence with respect to such acts or omissions; provided, however, that any indemnity under this Article IV shall be provided out of and to the extent of Company assets only, and the Member shall not have any liability on account thereof. Notwithstanding anything herein to the contrary, the indemnification afforded herein shall be subject to, and no broader than permitted by, the laws of Delaware and all laws applicable to WPP plc and its subsidiaries, including, without limitation, the Companies Act 2006 of England and Wales and all applicable limitations set forth therein, in the absence of the approval of the Member.

## ARTICLE V DISSOLUTION

**Section 5.1 Events of Dissolution.** The Company shall have a perpetual existence unless sooner dissolved by:

- (a) the election of the Member; or
- (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

**Section 5.2 Bankruptcy of the Member.** The bankruptcy of the Member will not cause the Member to cease to be the member of the Company and upon the occurrence of such event, the business of the Company shall continue without dissolution.

**Section 5.3 Liquidation and Winding Up.** In the event of dissolution, the Company shall be wound up and its assets liquidated. In connection with the dissolution and winding up of the Company, the Board or such other person designated by the Board shall proceed with the sale, exchange or liquidation of all of the assets of the Company and shall conduct only such other activities as are necessary to wind up the Company's affairs, and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

## ARTICLE VI

## ACCOUNTS

All funds of the Company shall be deposited in the name of the Company in such account or accounts as shall be designated by the Board. All withdrawals from such account or accounts are to be made upon written bank instruments which must be signed by a Manager or a duly authorized officer.

## ARTICLE VII BOOKS

The Board shall cause to be kept, at the principal place of business of the Company, full and proper ledgers and other books of account in which shall be entered all matters relating to the Company, including all income, expenditures, assets and liabilities thereof. Such books shall be kept on a calendar-year basis in accordance with generally accepted accounting principles consistently applied, and shall be closed and balanced at the end of each tax year.

## ARTICLE VIII MISCELLANEOUS

**Section 8.1 Governing Law.** This Agreement, and any question, dispute, or other matter related to or arising from this Agreement, will be governed by the laws of the State of Delaware without reference to conflict of laws principles.

**Section 8.2 Binding Effect.** This Agreement binds the Member and its respective distributees, successors and assigns and any other person claiming a right or benefit under or covered by this Agreement.

**Section 8.3 Amendments.** This Agreement may be amended upon the written consent of the Member.

**Section 8.4 Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable:

- (a) that provision will be fully severable and this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision had never been part of this Agreement;
- (b) the remaining provisions of this Agreement will remain in full force and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement; and
- (c) in the place of the illegal, invalid, or unenforceable provision, there will be added automatically to this Agreement a legal, valid and enforceable provision that is as similar to the illegal, invalid or unenforceable provision as possible.

**Section 8.5 Entire Agreement.** This Agreement embodies the complete agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or among the parties hereto, written or oral, which may have related to the subject matter hereof in any way.

\* \* \* \* \*

*Signature Page Follows*

**IN WITNESS WHEREOF**, the Member has executed this Agreement as of the date first set forth above.

**THE GLOVER PARK GROUP HOLDINGS, LLC**

By: \_\_\_\_\_

Name: Kevin Farewell

Title: Secretary

[Signature Page to The Glover Park Group, LLC Operating Agreement]